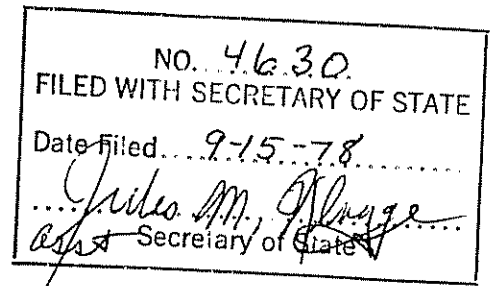


MAINTENANCE  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN

THE STATE OF ARIZONA

AND

THE TOWN OF BUCKEYE



THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the TOWN OF BUCKEYE, hereinafter called "TOWN",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the TOWN is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the TOWN. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or highway lighting at the following locations:

SR 85 and 4th Street  
SR 85 and 6th Street

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The TOWN shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.

2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized.

3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

4. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1979, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

5. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic signals and/or highway lighting on those State Highways which traverse within the boundaries of the TOWN.

6. It is understood that the list of locations set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

7. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

8. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

9. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of July, 1978, but in no event prior to its being filed with the Secretary of State.

10. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the TOWN is authorized under the law of this State to enter into this Agreement and that it is in proper form.

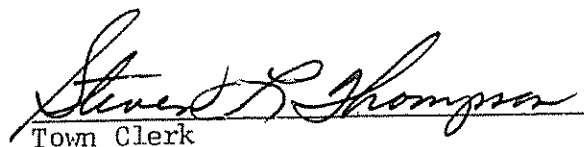
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

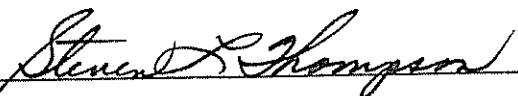
STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By:   
Chief Deputy State Engineer

TOWN OF BUCKEYE

ATTEST:

  
Town Clerk

By:   
Title: TOWN MANAGER

RESOLUTION NO. 6-78

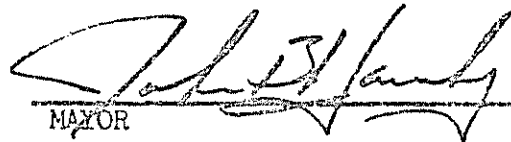
A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF BUCKEYE, ARIZONA, AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS IN THE MAINTENANCE INTER-GOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF BUCKEYE.

WHEREAS the Arizona Department of Transportation and the Town of Buckeye desire to enter into an operation and maintenance agreement regarding traffic signals and or highway lighting located on SR85 in the Town of Buckeye.


NOW THEREFORE, BE IT RESOLVED THAT:

1. The Town Manager is authorized to execute, on behalf of the Town of Buckeye, all necessary documents with regards to the Maintenance Intergovernmental Agreement between the State of Arizona and the Town of Buckeye.

PASSED BY THE COMMON COUNCIL OF THE TOWN OF BUCKEYE, THIS 1<sup>st</sup> DAY OF AUGUST, 1978.

  
MAYOR

ATTEST:

  
Town Clerk



OFFICE OF THE  
**Attorney General**

1801 WEST JEFFERSON STREET  
FOURTH FLOOR  
PHOENIX, ARIZONA 85007

John A. LaSota, Jr.  
~~XXXXXXXXXX~~  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

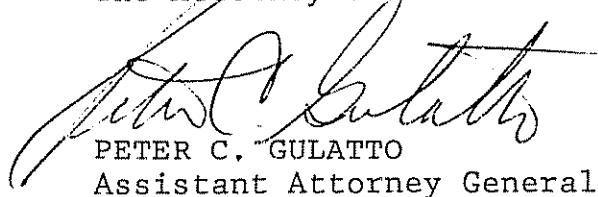
DETERMINATION

A. G. Contract No. 78-632 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said contract.

DATED this 31<sup>st</sup> day of August, 1978.

JOHN A. LaSOTA, JR.  
The Attorney General

  
PETER C. GULATTO  
Assistant Attorney General